

Auth ID: IRN166
Contact ID: HINTON, JOHN
Expiration Date: 12/31/2035
Use Code: 753

FS-2700-4c (10/09)
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

**PRIVATE ROAD SPECIAL USE PERMIT
AUTHORITY:**

FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

JOHN R. HINTON, 8211 HUFF LANE, LONG LAKE, WI 54542 (hereafter called the Holder) is hereby authorized to use National Forest lands for the reconstruction, maintenance, and use of a road within the OTTAWA NATIONAL FOREST for the following purposes:

To use and maintain a non-system road on National Forest System lands, for access to private property.

The lands covered by this permit are located in the County of Iron, State of Michigan, and are described as follows:

T. 44 N., R. 37 W., Sec. 1, SWNE, N1/2SE, SESENW, MICHIGAN MERIDIAN

This permit covers a right-of-way 0.58 miles (3,070 feet) in length, 15 feet in width, containing approximately 1.06 acres, and is located upon the ground according to the survey line, figures, measurements, widths, and other references shown on the map or plat attached hereto as **Exhibit A** and made a part hereof.

This permit is made subject to the following terms, provisions, and conditions:

1. This permit is subject to all existing easements and valid rights existing on this date.
2. The Holder in exercising the privileges granted by this permit shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, and shall comply with all State standards for public health and safety, environmental protection, and siting construction, operation, maintenance of or for rights-of-way for similar purposes if those standards are more stringent than applicable Federal standards.
3. The Holder shall cut no timber except as authorized by construction stipulations or maintenance agreements.
4. The Holder shall provide maintenance so that no damage occurs on adjacent National Forest land. The Holder shall construct and maintain lead-off drainage and water barriers as necessary to prevent erosion.
5. Holder shall pay the United States for all injury, loss, or damage, including fire suppression costs, in accordance with Federal and State laws.
6. Holder shall indemnify the United States for any and all injury, loss, or damage, including fire suppression costs the United States may suffer as a result of claims, demands, losses, or judgments caused by the Holder's use or occupancy under this permit.
7. Holder shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use authorized by this permit. The initial payment is set \$96.00 for the remainder of the calendar year. Payments for each subsequent calendar year shall be the amount of \$96.00 adjusted using the Implicit Price Deflator-Gross National Product index (IPD-GNP), or other factor selected by the Forest Service, to reflect more nearly the current fair market value of the use. At intervals to be determined by certain changes in the indexes used to establish the linear rights-of-way fee schedule, the fee shall be reviewed and adjusted as necessary to assure that it is commensurate with the value of the rights and privileges authorized. Failure of the

Holder to pay the annual payment, late charges, or other fees or charges shall cause the permit to terminate.

8. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, et seq.)

9. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations approved by the Forest Service prior to beginning such construction or reconstruction.

10. The Holder shall repair fully all damage to National Forest roads and trails caused by the exercise of the privileges granted by this permit.

11. The United States may use the roads without cost for all purposes deemed necessary or desirable in connection with the protection and administration of the lands or resources of the United States, provided that it will use the road for commercial hauling purposes, other than the removal of timber cut in construction or maintenance of the road or other occasional incidental use, only after arranging to pay or perform its pro rata share of road maintenance.

12. The Forest Service alone may extend rights and privileges for use of the road constructed on the premises to other non-Federal users provided that such users shall pay a fair share of the current replacement cost less depreciation of the road to the holder, and reconstruct the road as necessary to accommodate their use.

13. The Forest Service retains the right to occupy and use the right-of-way and to issue or grant rights-of-way for land uses, for other than road purposes, upon, over, under, and through the permit area provided that the occupancy and use do not interfere unreasonably with the rights granted herein.

14. The Forest Service shall have the right to cross and re-cross the premises and road at any place by any reasonable means and for any purpose in such manner as does not interfere unreasonably with use of the road.

15. The Holder shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

16. Unless sooner terminated, or revoked by the Regional Forester, this permit shall expire and terminate on **12/31/2035**. At that time, if the holder still needs the road for the purposes for which this permit is granted, the permit will be reissued for a period of 20 years (or the estimated remaining life of the project, whichever is less). At the time of reissuance, the terms and conditions may be modified and new conditions or stipulations added at the discretion of the Forest Service.

17. This permit may be terminated or suspended upon breach of any of the conditions herein, or revoked at the discretion of the Issuing Officer.

18. Upon termination or revocation of this special-use authorization, the Holder shall remove within a reasonable time the structures and improvements and shall restore the site to a condition satisfactory to the authorized officer, unless otherwise waived in writing or in the authorization. If the Holder fails to remove the structures or improvements within a reasonable period, as determined by the authorized officer, they shall become the property of the United States, but this does not relieve the Holder from liability for the removal and site restoration costs.

19. **Nonexclusive Use and Public Access.** Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

20. **Forest Service Right of Entry and Inspection.** The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

21. **Liability.** For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative,

interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

D. In the event of any breach of the conditions of this authorization by the holder, the Authorized Officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

22. **Members of Congress.** No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

23. **Appeals and Remedies.** Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

24. **Assignability.** This authorization is not assignable or transferable. If Holder, through death, voluntary transfer, enforcement of contract, foreclosure, or other valid legal proceeding shall cease to be owner of the above-described real property accessed by the authorized road, this authorization will terminate.

25. **Superior Clauses.** In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

26. **Invasive Species Prevention and Control (R9-D1).** The holder shall be responsible for the prevention and control of noxious weeds and invasive species arising from the authorized use. For the purpose of this clause, noxious weeds and invasive species include those species recognized as such by the Ottawa National Forest. When determined to be necessary by the authorizing officer, the holder shall develop a plan for noxious weed and invasive species prevention and control. Such plans must have prior written approval from the authorizing official and upon approval, shall be attached to the permit as an appendix.

27. **Surveys, Land Corners (D4).** The holder shall protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges permitted by this authorization, depending on the type of monument destroyed, the holder shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.

Further, the holder shall cause such official survey records as are affected to be amended as provided by law. Nothing in this clause shall relieve the holder's liability for the willful destruction or modification of any Government survey marker as provided at 18 U.S.C. 1858.

28. Suspension of Privileges (R9-E1). Use of this authorization may be suspended by the Forest Service in whole or in part for breach of any stipulation contained within. Continued use of the authorized area, privileges, or facilities thereon during suspension may result in termination or revocation of the authorization.

29. Nonpayment of Fees and Charges (R9-E3). This authorization shall terminate upon the holder's failure to make the annual fee payment, late payment charge, and any other charges when due.

30. Periodic Revision (E8). The terms and conditions of this authorization shall be subject to revision in the years 2021, 2026 and 2031 to reflect changing times and conditions.

31. Private Road Gate Installation (R9-G1). To ensure against unauthorized public use of the permitted road without interference with the Government's use for administrative purposes the permittee is authorized to install a sign and/or gate in accordance with design and location approved in advance by the Forest Officer in charge (**Exhibit C**). Once installed, the custody, control, and safety maintenance of said gate is the sole duty and responsibility of the permittee.

32. Operation and Management Plans (R9-X2). The attached operation and/or management (maintenance) plan, when currently approved by the authorized officer will become a part of this authorization (**Exhibit B**). Its terms and conditions are binding on the permittee/grantee.

33. Signs (X29). Signs or advertising devices erected on National Forest System lands shall have prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards, as determined by the Forest Service.

34. Disputes (X96). Appeal of any provisions of this authorization or any requirements thereof shall be subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

In Witness Whereof, the parties hereto have caused this authorization to be duly executed on this 26 day of September, 2016.

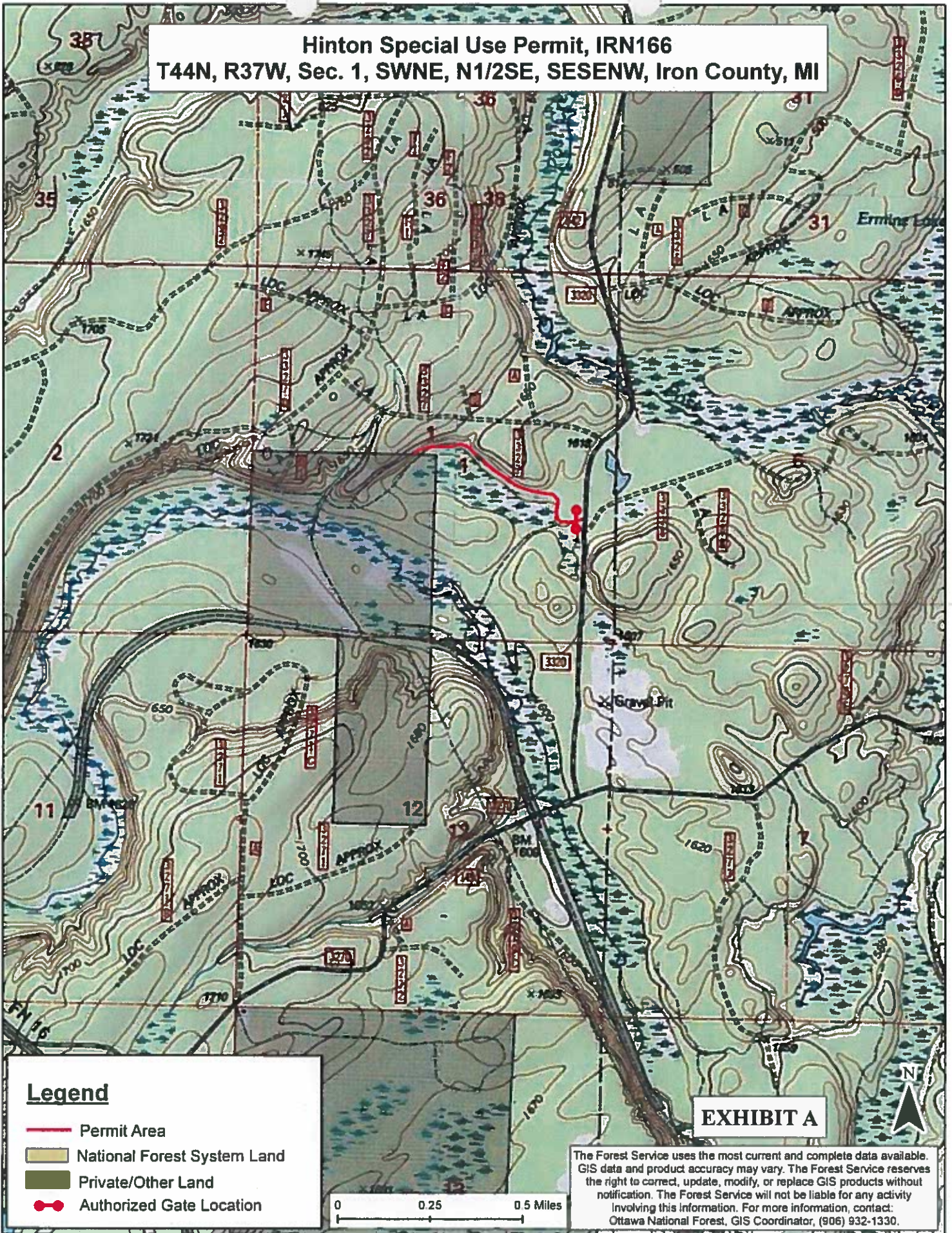
Holder

USDA - Forest Service

By: 
JOHN R. HINTON

By: 
LINDA L. JACKSON
Forest Supervisor
Ottawa National Forest

Hinton Special Use Permit, IRN166
T44N, R37W, Sec. 1, SWNE, N1/2SE, SESEW, Iron County, MI



Legend

- Permit Area
- National Forest System Land
- Private/Other Land
- Authorized Gate Location

EXHIBIT A

The Forest Service uses the most current and complete data available. GIS data and product accuracy may vary. The Forest Service reserves the right to correct, update, modify, or replace GIS products without notification. The Forest Service will not be liable for any activity involving this information. For more information, contact: Ottawa National Forest, GIS Coordinator, (906) 932-1330.

OPERATION AND MAINTENANCE PLAN
John R. Hinton Special Use Permit, IRN166

This plan addresses routine maintenance per clause 31 of the Private Road Special Use Permit issued to John R. Hinton. Road reconstruction or maintenance beyond work addressed in this agreement must be approved in writing before work can begin.

1. WEED PREVENTION (per clause 26)

- Use clean, weed-seed free (Ottawa high and medium priority species) gravel and other fill, if fill is needed.
- Holder shall take reasonable measures (e.g. stiff broom) to make sure that each piece of road maintenance equipment, or other equipment that will work off the road, is visually free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds prior to transport to the project site.
- Retain native vegetation, including road-shading trees, in and around project activity to the maximum extent possible.
- Minimize soil disturbance to the extent practical.
- Revegetate disturbed soil in a manner that optimizes plant establishment for that specific site. Revegetation may include seeding and weed-free mulching as necessary. Use locally-native material where appropriate and feasible.

For seeding to stabilize soils after disturbance:

- Use weed-seed free (Ottawa high and medium priority species) mulch, such as straw, wood chips, coconut fiber, or shredded paper (no hay) where mulch is needed. Blanket or loose forms of mulch are acceptable.
- Do not fertilize seeding areas to prevent nutrient enrichment to area streams.

2. Inspect roads at regular intervals to determine the need for structural maintenance. After significant rain events, look for possible problems and schedule corrective work as needed.

3. Avoid using roads for timber hauling or heavy traffic during wet or thaw periods on roads not designed and constructed for these condition.

4. Periodic blading will be done to prevent erosion, maintain surface smoothness and road crown, and to provide drainage to ditches. Blading will be performed so as not to create small berms at road edges that channel water down the road instead of to the ditches (see attached road template).

5. Fill in ruts and holes when they develop. Spot gravel is authorized to replace gravel and resurface soft areas. *A current Mineral Materials Permit is required if gravel is obtained from National Forest land.*

6. Roadway and ditches, and outlet ditches, shall be kept clear of windfalls and other obstructions. Additional outlet ditches may be needed on long slopes to prevent ditch washouts. The location of new outlet ditches shall be approved by the Forest Service prior to their construction.

EXHIBIT B

7. Properly maintain permanent stream crossings and associated fills and approaches to reduce the likelihood that: (a) the stream overflow will divert onto roads, and (b) fill erosion will occur, if the drainage structures become obstructed.

8. **CUTTING TREES:** Permit holder shall cut no live trees. If tree removal is necessary, contact the permit administrator for approval. Trees limbs may be pruned to allow for vehicle passage.

Wind thrown trees may be cleared from the roadway as needed to allow safe passage of vehicles and to keep ditches clear. *A Forest Products Permit or a Free Use Permit must be obtained before any wood material can be removed from National Forest land.*

9. **SLASH DISPOSAL:** Slash from pruning or brushing, shall be removed from ditches and lopped to within 36 inches of the ground.

10. **SNOW REMOVAL:** Performance requirements for all sections of road:

a. Equipment shall be properly designed for snow removal. On gravel surfaced roads, blades shall be equipped with skid shoes and operated to prevent the removal of gravel from the road surface. Slow-moving equipment used for snow plowing shall be equipped with a slow-moving vehicle emblem, or be equipped with flashing lights.

b. Snow shall be removed from the entire traveled way, including turnouts, unless controls are established by the Forest Service to close the road to public use.

c. Openings shall be provided in the snow berm to prevent problems from melt water ponding in the road or causing erosion on long grades. These openings shall be on both sides of the road on all slopes exceeding + or - 3% in grade at intervals not exceeding 100 feet and all low points in the road. Openings shall be provided at least every 300 feet on other sections of the road.

ACCEPTED

Holder

By 

Date 7/20/2016

APPROVED

Issuing Officer

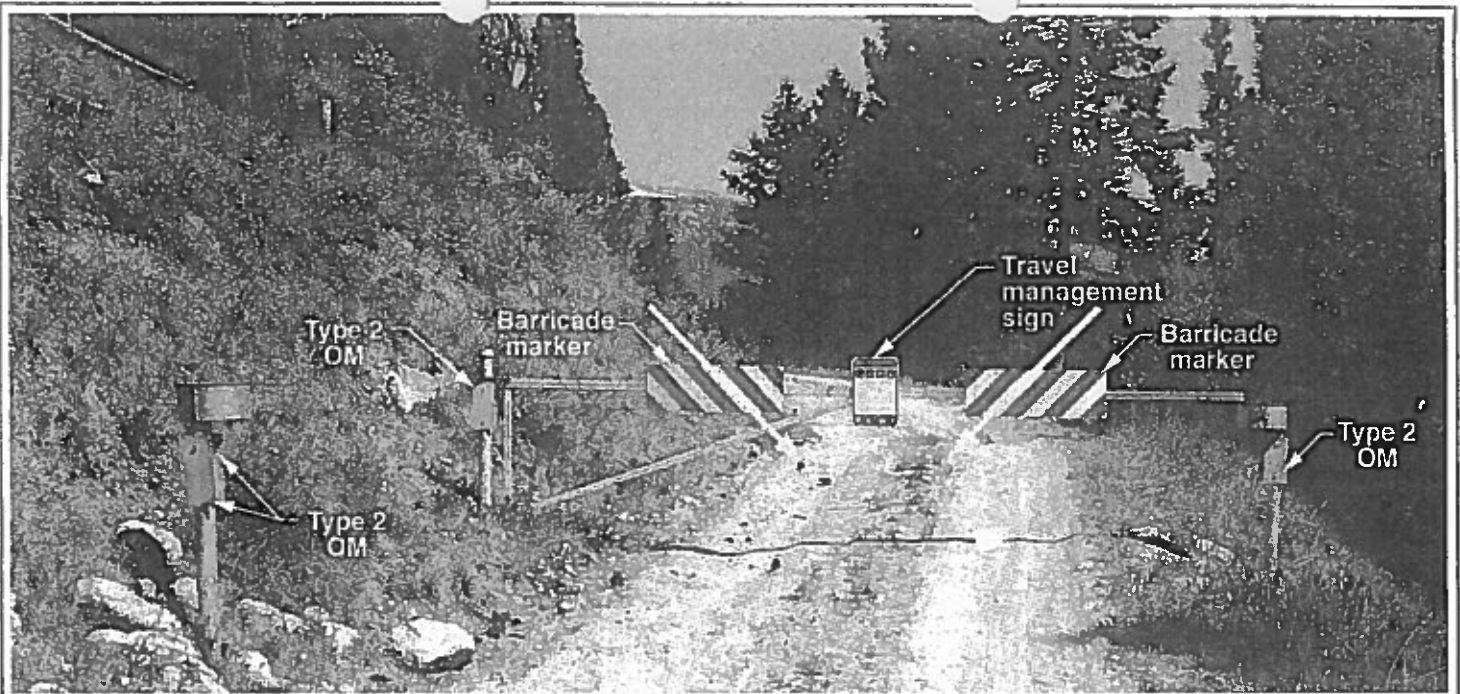
By 

Date 9/26/2016

LINDA L. JACKSON

Forest Supervisor

Ottawa National Forest



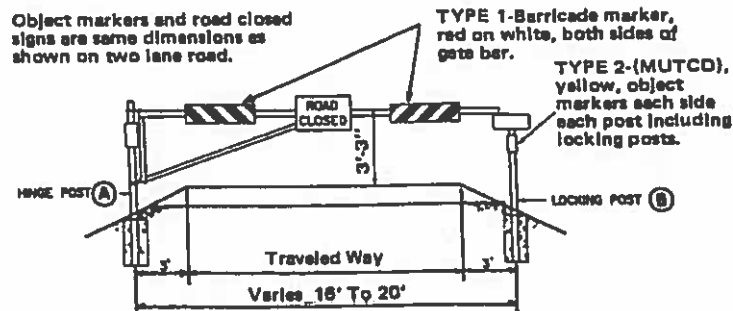
Typical Gate Signing With Object Markers (OM) for One-Lane Roads

If motorized or nonmotorized use (such as bicycles) occurs behind a gate, the back side will require signing also. Size of barricade markers depends on approach speeds. Travel management signing: if road use is restricted with

an order, a travel management sign should be mounted on the gate or on a post next to the gate. For seasonal restrictions, it is recommended that the travel management sign be mounted on a post next to the gate so it is visible when the gate is open.

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GENERAL GATE USAGE



One Lane Road

Guidelines for gate placement and signage taken from: "Sign Installation Guide", USDA Forest Service, July 2003 Page 7; "Placement Guide for Traffic Control Devices", USDA Forest Service, July 1981. Page 114.

EXHIBIT C